



## *Report to the Auburn City Council*

Action Item  
Agenda Item No. **8**

*[Signature]*  
City Manager Approval

**To:** Mayor and City Council Members  
**From:** John Ruffcorn, Chief of Police  
**Date:** August 26, 2013  
**Subject:** Contract for Animal Control and Care Services

### **The Issue**

Shall the City Council approve a two-year agreement between the City of Auburn and Placer County Department of Health & Human Services for services relating to regulatory enforcement of animal laws, shelter care and placement for stray and unwanted animals, disposal of some dead animals, and other specified services for animal generated issues within the City of Auburn?

### **Conclusion and Recommendation**

By Motion, approve this agreement as presented for contract services from July 1, 2013 through June 30, 2015.

### **History / Background**

The City of Auburn and Placer County Department of Health & Human Services have maintained an ongoing contractual relationship for animal care relating to stray and unwanted animal reports occurring within the City limits. A previous one-year contract for these services expired June 30, 2013 and the City is in need of continuing contract services with the County to ensure the animal population.

In 2012, an alternative for privatizing this service with a contractor in Rocklin was presented to counsel. At that time, it was decided the city would remain in a contract with Placer County. Although the city of Rocklin is very pleased with their decision to privatize animal control services, I feel with the reduced costs Placer County has proposed, continuing this contract is the best course of action at this time. The previous costs were \$ 11,836.18 per quarter (\$47,344.72 per year), and the proposed costs are \$ 9404.70 per quarter (\$37,618.80 per year). These costs are subject to an annual adjustment.

### **Alternatives Available to Council**

Approve, the Animal Services Agreement as presented with a two-year term for services.

Direct staff to look at privatizing these services

**Fiscal Impacts**

\$37, 618.80 for fiscal year 2013/2014 that will be subject for adjustment in June 2014

**Attachment**

Copy of proposed contract between the City of Auburn and Placer County Department of Health and Human Services

**CONTRACT FOR SERVICES  
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Animal Control and Care Services  
CONTRACT NO. \_\_\_\_\_  
BEGINS: July 1, 2013  
ENDS: June 30, 2015  
ADMINISTERING AGENCY: Animal Services Division

This is an Agreement made and entered into the 1<sup>ST</sup> day of July, 2013, between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the CITY OF AUBURN, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

Whereas, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

Whereas, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

Whereas, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

Whereas, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Shelter, operated by COUNTY and located at 11251 B Avenue, Auburn, and

Whereas, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

Whereas, it is understood and agreed by and between the parties to this Agreement that they wish to enter into this Agreement in order to establish their respective responsibilities in connection with such field and shelter services during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements to this contract, it is understood and agreed by and between the parties as follows:

**1. DESCRIPTION OF SERVICES:**

- 1.1 Animals seized or picked-up by CITY within CITY'S jurisdiction shall be taken to the COUNTY Animal Shelter operated and maintained by COUNTY at 11251 B Avenue, Auburn, CA. COUNTY Animal Shelter shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.
- 1.2 COUNTY will keep, maintain, and care for animals at the COUNTY Animal Shelter until redeemed by owner or person entitled to custody thereof, or adopted, as governed by California Food and Agriculture Code Sections 31108, 31752, and 31753. Animals displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, and 31753.

Adoption and euthanasia procedures shall be performed in accordance with California Penal Code Sections 597 and 599. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.

- 1.3 COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.
- 1.4 COUNTY shall dispose of all dead animals delivered to the Animal Shelter from CITY subject to Chapter 6 of the Placer County Code, and any other applicable laws or regulations.
- 1.5 COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, and Food and Agriculture Code, and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.
- 1.6 CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597.
- 1.7 CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Section 4.1, and shall be paid by CITY to COUNTY as follows:
  - 1.7.1 For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
  - 1.7.2 For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
  - 1.7.3 Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.130.
  - 1.7.4 Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.
- 1.8 COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.
- 1.9 COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement. Fees that are not direct offsets, such as spay/neuter fees, will be credited to CITY and reflected in the quarterly claim.

2. **DEFINITION OF TERMS:**

- 2.1 "Animal Shelter" shall be synonymous with the term "Animal Services Center" as defined in Placer County Code Section 6.04.020.

2.2 "Animal Services" is defined in Placer County Code Section 6.04.020 when used to describe a County division.

2.3 "Director of Animal Services" is defined in Placer County Code Section 6.04.020.

3. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional compensation to COUNTY except as explicitly set forth in this or amended Agreement.

4. **COMPENSATION:** Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

4.1 The charges for all services set forth in Sections 1.1 through 1.6 shall be established each July 1st based on the average of costs incurred and fees received that are attributable to CITY over the most recent thirty-six month period for which data is available, to include services provided through March 31st. Charges effective as of July 1, 2013 are **\$9,404.70 per calendar quarter** and shall be subject to annual adjustment as described herein. CITY shall remit payment to COUNTY on a quarterly basis, within 30 days of the end of each calendar quarter.

4.2 COUNTY shall notify CITY not later than June 1st of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 4.1, and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.

4.3 Charges for services provided in accordance with Section 1.7 shall be billed separately as detailed in Section 1.7. COUNTY shall submit a quarterly claim for any such charges, and CITY shall review, approve, and pay all valid invoices within 30 days of receipt. Invoices for payment shall be submitted to:

City of Auburn  
Attn: Accounts Payable  
1225 Lincoln Way  
Auburn, CA 95603

5. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2013 through June 30, 2015.

6. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.

7. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.

8. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or worker's compensation or other programs afforded to CITY employees.

COUNTY shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

10. **INSURANCE:** It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations. specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Richard J. Burton, M.D., M.P.H., Director  
Placer County Dept. of Health and Human Services  
3091 County Center Drive, Suite 290.  
Auburn, CA 95603

If to CITY: Robert Richardson, City Manager  
City of Auburn  
1225 Lincoln Way, Room 9  
Auburn, CA 95603

12. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

13. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CITY hereby waives the provisions in California Code of Civil Procedure §394.

*// Signatures on following page*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF AUBURN

COUNTY OF PLACER

\_\_\_\_\_  
Robert Richardson, City Manager

Date: \_\_\_\_\_

Approved as to Form  
Office of City Attorney

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Richard J. Burton, M.D., M.P.H., Director  
Department of Health & Human Services

Date: \_\_\_\_\_

With concurrence of the CEO:

\_\_\_\_\_  
David Boesch, County Executive Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Wesley Hicks, R.E.H.S., Director,  
Animal Services Division

Date: 7/30/13

Approved as to Form  
Office of Placer County Counsel

\_\_\_\_\_  
Date: July 22, 2013

1 RESOLUTION NO. 13-  
2 RESOLUTION APPROVING PLACER COUNTY HEALTH AND HUMAN SERVICES  
3 CONTRACT FOR ANIMAL CONTROL AND CARE SERVICES  
4 -----

5 THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

6 That the City Council approves a new two-year contractual agreement  
7 between the City of Auburn and Placer County Department of Health and  
8 Human Services for animal control and care services from Jul 1, 2013 through  
9 June 30, 2015.

10 The City Manager is also authorized and directed to execute the contract  
11 on behalf of the City of Auburn.  
12

13 DATED: August 26, 2013  
14

15 \_\_\_\_\_  
Kevin Hanley, Mayor

16 ATTEST:

17 \_\_\_\_\_  
18 Stephanie L. Snyder, City Clerk  
19

20 I, Stephanie L. Snyder, City Clerk of the City of Auburn, hereby certify  
21 that the foregoing resolution was duly passed at a regular meeting of the City  
22 Council of the City of Auburn held on the 26th day of August 2013 by the  
following vote on roll call:

23 Ayes:

24 Noes:

25 Absent:

26 \_\_\_\_\_  
Stephanie L. Snyder, City Clerk  
27  
28